

PATENT



## THE UNITED STATES PATENT &amp; TRADEMARK OFFICE

Applicant: Philip George Ellis

Serial. No: 09/786,739

Examiner: D. Crane

Filed: October 15, 2001

Group Art Unit: 3725

For: BUILDING FRAME MEMBER  
AND METHOD OF CONSTRUCTION

Patent No: 6,813,919

Issue Date: November 9, 2004

**PETITION UNDER 37 C.F.R. § 1.183**Certificate of Mailing

I hereby certify that this paper is being deposited with the United States Postal Service as first class mail in an envelope addressed to: Commissioner for Patents, Attn: Office of Petitions, United States Patent and Trademark Office, P.O. Box 1450, Alexandria, VA 22313-1450

December 2, 2004  
Date of Deposit

Manu J. Tejwani 37,952  
Attorney Name Registration No.

December 2, 2004  
Signature Date of Signature

Commissioner for Patents  
**ATTN: Office of Petitions**  
 United States Patent and Trademark Office  
 P. O. Box 1450  
 Alexandria, VA 22313-1450

Sir:

Applicant hereby petitions under 37 C.F.R. § 1.183 that 37 C.F.R. § 3.81(a) be waived to permit Applicants to correct the name of the assignee after the issuance of U.S. Patent No. 6,813,919. The assignee was incorrectly recited on the Issue Fee Transmittal Form (PTOL-85) mailed on September 29, 2004. The correct assignee name is FrameMax

PATENT

Inc. per the Assignment recorded in the United States Patent and Trademark Office on April 21, 2003, at Reel 013972, Frame 0573. The failure to include the correct assignee name on PTOL-85 was inadvertent.

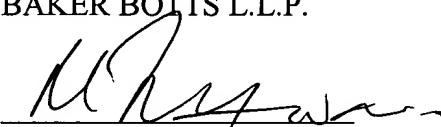
Enclosed is a copy of the Notice of Recordation of Assignment Document, dated September 16, 2003. Also enclosed herewith is a Request for a Certificate of Correction. Please charge the payment of the petition fee required under 37 C.F.R. § 1.17(h) and any additional fees associated with this request to Deposit Account No. 02-4377. A duplicate copy of this page is provided.

Dated: 12-2-2004

Respectfully submitted,

BAKER BOTTS L.L.P.

By:

  
Manu J Tejwani  
Patent Office Reg. No. 37,952

30 Rockefeller Plaza  
New York, NY 10112

*Attorney for Applicant*  
(212) 408-2614

Enclosures

**BAKER BOTTS LLP**

**UNITED STATES PATENT AND TRADEMARK OFFICE  
CERTIFICATE OF CORRECTION**

PATENT NO : 6,813,919

DATED : November 9, 2004

INVENTOR(S) : Philip George Ellis

It is certified that error appears in the above-identified patent and that said Letters Patent is hereby corrected as shown below:

--(73) Assignee: "FrameMax, Inc., Riverside, California-- per assignment

MAILING ADDRESS OF SENDER:

BakerBotts LLP

30 Rockefeller Plaza

New York, NY 10112

PATENT NO. 6,813,919

No. of additional copies



**BAKER BOTTS LLP**

**UNITED STATES PATENT AND TRADEMARK OFFICE  
CERTIFICATE OF CORRECTION**

PATENT NO : 6,813,919

DATED : November 9, 2004

INVENTOR(S) : Philip George Ellis

It is certified that error appears in the above-identified patent and that said Letters Patent is hereby corrected as shown below:

--(73) Assignee: "FrameMax, Inc., Riverside, California-- per assignment

MAILING ADDRESS OF SENDER:

BakerBotts LLP

30 Rockefeller Plaza

New York, NY 10112

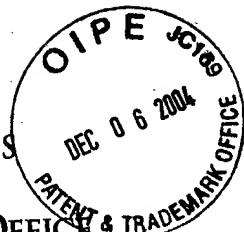
PATENT NO. 6,813,919

No. of additional copies





UNITED STATES  
PATENT AND  
TRADEMARK OFFICE



SEPTEMBER 16, 2003

PTAS

Deputy Under Secretary of Commerce For Intellectual Property and  
Deputy Director of the United States Patent and Trademark Office  
Washington, DC 20231  
[www.uspto.gov](http://www.uspto.gov)

BAKER BOTTS L.L.P.  
PAUL A. RAGUSA, ESQ.  
30 ROCKEFELLER PLAZA - 44 FL.  
NEW YORK, NY 10112



\*102427365A\*

UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF  
THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS  
AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER  
REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE  
INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA  
PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD  
FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY  
CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723.  
PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE,  
ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY,  
SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 04/21/2003

REEL/FRAME: 013972/0573  
NUMBER OF PAGES: 4

BRIEF: ASSIGNMENT OF ASSIGNEE'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNEE:  
NVESTECH, LLC

DOC DATE: 04/02/2003

ASSIGNEE:  
FRAMEMAX, INC.  
4698 BROOKHOLLOW CIRCLE  
RIVERSIDE, CALIFORNIA 92509

SERIAL NUMBER: 09786739  
PATENT NUMBER:

FILING DATE: 10/15/2001  
ISSUE DATE:

JEFFREY OLSEN, EXAMINER  
ASSIGNMENT DIVISION  
OFFICE OF PUBLIC RECORDS

**Deed of Assignment of  
Intellectual Property**

**NVestech, LLC**  
as Assignor

**and**

**FrameMax, Inc.**  
as Assignee

This Deed of Assignment of Intellectual Property is made on 2<sup>nd</sup> April 2003.

Between (1) NVestech, LLC (the Assignor)  
and (2) FrameMax, Inc., a Delaware corporation (the Assignee)

### **Introduction**

- A. The Assignor is the applicant in respect of the Patent Applications and is the proprietor of the Trade Marks and the Other Intellectual Property.
- B. The Assignor has agreed to transfer the Patent Applications, The Trade Marks and the Other Intellectual Property to the Assignee, and the Assignee has agreed to accept a transfer of the Patent Applications, the Trade Marks and the Other Intellectual Property.
- C. The parties wish to enter into this Deed to record and effect the assignment of the Patent Applications, the Trade Marks and the Other Intellectual Property from the Assignor to the Assignee.

### **It is agreed**

#### **1. Definitions**

In this Deed:

**Other Intellectual Property** means all intellectual and industrial property rights and interests relating directly or indirectly to the Assignor's activities, including, without limitation:

- (a) the Technology and the inventions that are the subject of the Patent Applications;
- (b) priority applications or national phase entries from the Patent Applications; and
- (c) artistic works, formulae, methods, plans, data, drawings, specifications, equipment, designs, prototypes, products, manufacturing process, inventions, discoveries, improvements, circuitry, circuit design, know-how, experience, trade secrets or other information relating to the Technology and the inventions that are the subject of the Patent Applications or used in or developed in connection with the Assignor's business;

**Patent Applications** means:

- (a) New Zealand patent application No. 518494.
- (b) New Zealand patent application No. 331788.
- (c) New Zealand patent application No. 510422.
- (d) International patent application No. PCT/NZ99/00149.
- (e) International patent application No. 09/786.739.
- (f) International patent application No. 01057462 and;

**Trade Marks** means those trade marks contained in NZ registration numbers 312999 (class 6), 313000 (class 37), and International registration numbers: 76/392852; and

**Technology** means the programs, hardware, systems, firmware, source code and object code of computer systems, and related technology used in the Assignor's business and more fully described in the Patent Applications.

**2. Assignment**

The Assignor hereby assigns and transfers, and in the case of Trademark Registration Number 76/392852 the Assignor has caused it's 100% owned subsidiary FrameMax Inc (formerly known as Framemaker USA Inc) to assign such trademark, to the Assignee, and the Assignee hereby takes an assignment of all the Assignor's right, title and interest, in and to the Trade Marks, the Patent Applications and the Other Intellectual Property with effect from the date of this Deed.

**3. Further Assurances**

The Assignor will fully indemnify the Assignee for any legal expenses, compromises or settlements made, or any other costs required and/or associated with any invalid or improper assignment of the intellectual property, trade marks or patent applications. Each of these parties will sign, execute and do all deeds, schedules, acts, documents and things as may reasonably be required by any other party effectively to carry out and give effect to the terms and intentions of this Deed.

**Executed as a Deed**

NVestech, LLC by

  
President

FrameMax, Inc. by

